

J. M. MOORE

Dated 21st May, 1896.

BETWEEN

The Water Commissioners of the City of London,

The Corporation of the City of London,

AND

The London Street Railway Company.

License and Agreement.

T. G. MEREDITH,

CITY SOLICITOR.

THIS INDENTURE made the twenty-first day of May, A. D. 1896,
BETWEEN

The Water Commissioners for the City of London (hereinafter called the Commissioners) of the First Part,

The London Street Railway Company (hereinafter called the Company) of the Second Part, and

The Corporation of the City of London (hereinafter called the Corporation) of the Third Part.

WHEREAS the Company have requested the Commissioners and the Corporation, so far as they have power so to do, to grant to the Company the license or permission to lay their railway track upon a portion of the Waterworks property of the Corporation, situate in the Township of Westminster, in the County of Middlesex, and known as "Springbank," and which, under the provisions of "The London Waterworks Act, 1873," and "The London Waterworks Amendment Act, 1878," is, as by the said Acts provided, placed under the control of the Commissioners.

AND WHEREAS the Commissioners and the Corporation have agreed, so far only as they have power so to do, to grant the license and privileges hereinafter mentioned to the Company, upon and subject to the terms, conditions, regulations, stipulations and agreements hereinafter mentioned or contained.

NOW THIS INDENTURE WITNESSETH :

1.—That the Commissioners and the Corporation, so far as they have the power so to do, but to no other or greater extent, hereby grant unto the Company the license and privilege of laying a single or double track for the Company's railway in that portion of the said Waterworks property, lying East of what is known as the Westerly limit of the Franks property, and in such other portions of the Waterworks property as the Commission-

ers may from time to time by resolution in writing permit, and of laying a single track for the Company's Railway through such other portions of the Waterworks property and in such places therein as the Commissioners may from time to time permit. The Westerly terminus of the Company's railway shall be at a point immediately West of the baseball grounds, and all passenger trains and cars entering the Waterworks property shall be run to the said Westerly terminus (unless and until otherwise permitted or directed by the Commissioners by resolution in writing) and the Company agree with the Commissioners and the Corporation that the Westerly terminus shall be and continue, during the continuance of this agreement, at the place above mentioned, unless otherwise permitted or directed by the Commissioners as hereinbefore or by Section 22 hereof provided, and that, during the continuance of this Agreement, the Company will run all its passenger trains and cars to the Westerly terminus.

2.—That the Commissioners and the Corporation further grant, so far as they have the power so to do, but to no greater or other extent, the license and privilege to the Company to operate upon the said tracks their railway on the trolley system and to run their cars thereon by means of electricity as the motive power until the eighth day of March, A D. 1925, unless sooner determined as hereinafter provided.

3.—That the Company covenant with the Commissioners and the Corporation that the construction of the said tracks shall be commenced not later than the twenty fifth day of May, 1896, and shall be continued thereafter without any unnecessary interruption or delay, and the said tracks and all works necessary for constructing and laying the same shall be completed and the electric cars running efficiently thereon on or before the fifteenth day of June, 1896.

4.—That the Company further covenant with the Commissioners and the Corporation as follows : That the said tracks and all works necessary for constructing and laying the same shall be built and made in a most substantial manner and according to the best modern practice, under the supervision of the Engineer for the time being of the Commissioners, and to the satisfaction of the said Engineer and the Commissioners, and the said Waterworks property, or such portions thereof as any work shall be done upon by the Company, shall immediately, by and at the expense of the

Company, who shall furnish at their own expense all necessary materials, be left in as good a state and condition, and to the satisfaction of the said Engineer and the Commissioners, when the said tracks are laid and the other necessary work in connection therewith is done by the Company, as they were at the time they were broken up, opened or interfered with by the Company, and the said Engineer shall be the judge as to the best modern practice, and his decision in the premises shall be binding on the parties hereto.

5.—That the said tracks shall be of the gauge of four feet eight and one-half inches, and the rails shall be what are known as "T" rails. All road crossings, paths and openings shall be made, kept and maintained by the Company during the continuance of this Agreement flush with the top of the rails by planking, or in such other manner as may be directed in writing by the Commissioners, and the whole line shall be laid and maintained in such manner as not in any way to obstruct, endanger or imperil the officers, servants or employees of the Commissioners, or any person or persons being in or upon the said Waterworks property or any portion thereof.

RAILS.
CROSSINGS.
PATHS
PLANKING

6.—That the said tracks shall conform to the grade which shall be given by the said Engineer and shall not in any way vary therefrom. If the grade so given by the said Engineer does not conform to the existing surface or is above the same, the Company shall, at their own expense, make up the surface to such a height and for such a width, not exceeding fourteen feet for a single track and twenty-six feet for a double track, as the said Engineer or Commissioners shall direct, and shall put the same in good condition under the direction and to the satisfaction of the said Engineer and the Commissioners, and, if the said grade so given shall be at any place below the existing surface, the Company shall, at their own expense, excavate the surface of the ground in such manner and to such width and extent as the said Engineer shall direct, and the Company shall use such material for filling and grading as the said Engineer shall direct, to the satisfaction of the said Engineer, and shall provide the sod necessary therefor, and shall sod where the said Engineer shall direct, and shall remove all rough stone and earth and make and leave the surface firm and compact to the satisfaction of the said Engineer.

GRADE
WIDTH

SOD

7—That the Corporation and the Council of the Corporation, the Commissioners and their respective officers, servants and contractors shall have the right, free of charge, from time to time, to enter upon any part of the Company's property on its line between the Wharncliffe Highway in the City of London and the Westerly terminus of the Company's road in the Waterworks property, either for the purpose of constructing or repairing drains or sewers, or laying down or repairing or altering water pipes, or for any purpose for the time being within the powers, privileges, duties or obligations of the Corporation or of the Commissioners, and may at any time lay down drains, sewers or water pipes under and across the Company's property on its said line of railway as aforesaid, doing no unnecessary damage thereto. And the Company shall, from time to time, upon receiving three days' notice in writing from the Commissioners or the Corporation requiring them to take up any portions of their tracks and other structures or works, which shall be specified in general terms in said notice, immediately take up the same and permit the Corporation, the Council of the Corporation or the Commissioners, their respective officers, servants and contractors, to perform any of the works aforesaid; Provided always that, in the event of the Company, in pursuance of the said notice or request as aforesaid, taking up any of its tracks or other structures or works, the Commissioners or the Corporation who require the tracks, structures or works so to be taken up, shall pay to the Company, upon demand, the reasonable and necessary costs of such taking up and replacing the said tracks, structures or works; Provided also that, in the event of the Company neglecting or failing for five days after receiving such notice, to take up their tracks, structures or works or any portion thereof when requested as hereinbefore provided, the Corporation, the Council of the Corporation, the Commissioners and their respective officers, servants and contractors, or any or either of them, shall have the right to take up the same for the purposes aforesaid and to do the work aforesaid, the Corporation or the Commissioners so doing or causing the said work to be done hereby agreeing without delay to restore and leave the tracks, structures or works in as good a state and condition, when the necessary work is completed, as they were before they were broken up or interfered with by the Corporation or the Commissioners, or their respective officers, servants or contractors.

8.—That no part of the said railway within the Waterworks property shall be opened to the public, or put in operation, until the said Engineer shall have given his certificate in writing that such part is in good and safe condition, and has been constructed in all respects conformably to the provisions of this Indenture.

9.—That the Company shall construct, maintain, and operate their system without causing any injury to the system of Waterworks of the Commissioners, or any portion thereof, or any of the said Waterworks property, and shall be liable for all damages arising from, or by reason of the construction, maintenance or operation of their railway system, and shall from time to time adopt and use the best modern means, satisfactory to the said Engineer, to prevent any such injury as aforesaid, and, should the Company fail to adopt and use such means, the Commissioners or the Corporation may adopt and use the same, and charge the cost thereof to the Company, who shall pay the same to the Commissioners or the Corporation on demand.

10.—That the Company shall indemnify and save harmless the Corporation and the Commissioners at all times from all loss, damages, costs, charges and expenses of every nature and kind whatsoever, which the Corporation or the Commissioners may incur, be put to, or have to pay, by reason of the exercise by the Company of their powers, or any of them, or by reason of the neglect of the Company in the executing of their works, or any of them, or by reason of the improper or imperfect execution of their works, or any of them, or by reason of the said works becoming unsafe or out of repair, or by reason of the neglect of the Company to do or perform anything which, under the provisions of this Indenture, it is their duty to do or perform, or by reason of any act, default, or omission of the Company, or otherwise howsoever, and, should the Corporation or the Commissioners incur, pay or be put to any such loss, damages, costs, charges or expenses, the Company shall forthwith, upon demand, repay the same to the Corporation or the Commissioners.

11.—That the Company shall from time to time adopt and use all the most improved safeguards and means to prevent accidents and injury in the working and running of their railway upon the said Waterworks

CERTIFICATE

CONSTRUCTION
OPERATION
MAINTENANCE

property, and the same shall be from time to time subject to the approval and direction of the said Engineer. No motive power other than electricity shall be used by the Company, except with the approval, by resolution in writing, of the Commissioners and the Council of the Corporation. The Company shall not in any case connect any of their wires with the waterpipes of the Commissioners, or with any of the appliances in connection therewith, and, should the Company, in breach of this agreement, connect any of their wires with any of the waterpipes of the Commissioners, or with any of the appliances in connection therewith, they shall, at their own expense, immediately remove any such connections whenever required so to do by the Commissioners and shall and will make good to the Corporation and the Commissioners all loss, injury, damages and expenses that the Corporation or the Commissioners may have incurred or may be put to or incur by reason of the said connections having been made, or the Commissioners may, at their option, remove or cause to be removed any such connections, and charge the cost of such removal to the Company, who shall repay the same to the Commissioners immediately after demand therefor.

12.—The Commissioners and the Corporation hereby reserve and they and each of them shall be entitled from time to time to make such rules, regulations, orders and By-laws or any of them in relation to the repair, maintenance and operation of the said railway and the speed of the Company's cars within the said Waterworks property and all such other matters and things as are dealt with by Subsections *c*, *h*, *i*, *j* and *m* of Section 25 of By-law No. 916 of the City of London, passed on the 21st day of May, A.D. 1895, and as to the head lights of cars and ringing of gongs on cars, and as to the latest hour at which cars shall from time to time leave the said Waterworks property, as from time to time they may deem necessary to protect the interest of the Corporation or the Commissioners, or to provide for the safety, welfare or accommodation of the public, and the Company shall be bound to observe, fulfil and keep all such rules, regulations, orders and By-laws, and no cars shall be used or run within the said Waterworks property except such as are in all respects from time to time approved of by the City Engineer under the powers and duties conferred upon him by said By-law No. 916.

13.—The Company further covenant with the Commissioners and the Corporation as follows: That the Company shall not run any cars or operate their railway within the said Waterworks property on Sunday or permit any cars to run on their railway, or any portion thereof, upon the said Waterworks property upon any Sunday.

SUNDAY CARS

14.—That the poles to be used for the Company's wires shall be of wood and of such pattern and description as shall be satisfactory to the Commissioners, and shall, in all other respects, be satisfactory to the Commissioners, and shall be placed in such a manner as to obstruct as little as possible the use of the said property for other purposes and under and subject to the directions of the said Engineer both as to location and otherwise.

POLES

15.—That only such tracks, with such switches, Y's, loops, turn-tables, cross-overs, side-tracks, turn outs, or other works as may be approved by the said Engineer and the Commissioners, shall be laid in the Waterworks property, and the said tracks shall be laid in such places thereon as the said Engineer and the Commissioners shall direct.

TRACK SWITCHES &c

16.—That the Company shall run a train which shall leave the said city of London at such time between the hours of 6.30 a.m., and 7 a.m., as the Commissioners shall from time to time by writing direct, and such train shall arrive at the Western terminus of their line in the said Waterworks property not later than half an hour from the time of its departure as aforesaid, and shall run a train leaving the said Western terminus at such time between the hours of 5 and 6 p.m. as the Commissioners shall from time to time by writing direct, and shall also run at least one other train during the forenoon and two other trains during the afternoon from the said city of London to the said Western terminus of their line and back to the said city each day, except Sundays, during the period between the fifteenth day of May and the fifteenth day of October in each year during the continuance of this agreement.

TRAINS TIME

17.—That the Company will receive, when offered to any motorman of the Company on duty upon any car of the Company going to or returning from Springbank, and carry small parcels of goods for the Commissioners, not exceeding fifty pounds in weight or

PARCELS

PARCELS

measuring more than fourteen inches in width or depth and thirty-six inches in length, which the Commissioners may require to have delivered for their purposes at their offices in the City Hall or at the Pump House, for the same price as the Company charge for a regular single fare from the said city to the said Waterworks property, the Commissioners to furnish a box for carrying such parcels and shall, when requiring the box to be carried as aforesaid, place the same upon the Company's said cars and remove the same therefrom when it is returned to the place of delivery by the Company, and all such parcels in charge of a messenger, agent, or employee of the Commissioners shall be carried free, and all parcels under two pounds in weight shall, when offered to any such motorman on any car as aforesaid, be received by the Company and carried by them free of charge, whether the same be in charge of a messenger, agent, or employee of the Commissioners or not; but, as to the said parcels so to be carried free as aforesaid, the Company shall not be responsible except for negligence, and the Company shall only be bound to stop their cars at the places where parcels are to be delivered, as hereinbefore provided, a sufficient length of time to enable the same to be removed, and shall not be bound to deliver the same except upon their cars.

CROSSINGS

18.—That the Company will erect, at their own expense, at all road crossings and paths or other openings now in use or to be opened up hereafter by order of the Commissioners, gates or cattle guards of such material and in such manner as shall meet with the approval of the said Engineer and the Commissioners, and thereafter, so long as the Company shall use or operate their railway within the said property or any portion thereof, the said gates or cattle guards shall be maintained by the Company at their own expense.

LIGHTS

19.—That the Company will erect and maintain at their own expense, within the Waterworks property, so long as they shall use or run their trains within the said Waterworks property or any portion thereof, such a number of electric lights as shall be deemed sufficient, from time to time, by the Commissioners, where their track or tracks shall cross any regularly travelled road or any path, and at all stopping places or terminals within the said property.

20.—That the Company will immediately erect and thereafter, during

the continuance of this agreement, maintain fences on both sides of their tracks within the said property, such fences to be at least six feet high on the side next to any of the ponds which may be used for collecting water, and of such a height elsewhere as the Commissioners may direct, and such fences, on the side next to any of the ponds, shall, in addition to the six feet in height of wire, which shall not be barbed wire, have a base board at least one foot high, all to be of such material and construction as shall be to the satisfaction of the Commissioners.

FENCES

21.—This Indenture is made, so far as the Commissioners and the Corporation have power to make the same, and to no greater or other extent, and no member or officer of the Commissioners or of the Corporation, whether or not a party to this Indenture, shall in any way be personally responsible to the Company or otherwise under this Indenture.

22.—If at any time, in the opinion of the Corporation or the Commissioners, a nuisance is created on any portion of the said waterworks property by the operation of the said railway, or by the passengers carried thereon, or if, in their opinion, the water supply is in any way affected by the operation of the said railway, or by the passengers carried thereon, the Corporation and the Commissioners may, by a resolution passed by a two-thirds vote of the members of the Council of the Corporation, whilst the number of the members of the Council remains as it is at present, namely, nineteen, or more than that number, and, in the event of the number of the members of the Council being reduced below fifteen, then, by a resolution passed by a vote of a majority of all the members of the Council, require the Company to extend their line westerly to any point within the Waterworks property now vested in the Corporation, and that no passengers shall be permitted to enter or leave the cars of the company east of a point within the said property to be fixed by the Corporation and the Commissioners, and the Company shall be bound to obey such resolutions

EXTENDING
LINE WEST

23.—That the Company further agree with the Commissioners and the Corporation that they will, at their own expense, as soon as the Grand Trunk Railway Company puts in their part of the proposed siding and switch, construct a switch and siding near the Wharnccliffe Highway Bridge from their tracks to the Southerly boundary of the Grand Trunk Railway

SIDING
&
SWITCH

G.T. R. CARS

COAL HOUSE
SWITCH

Company's lands, to connect with the switch and siding to be built by the Grand Trunk Railway Company for the purpose of receiving the engines and coal cars from the said the Grand Trunk Railway Company or any other steam railway company, and will thereafter, at their own expense, maintain the same; and that they will also at their own expense construct and maintain, during the continuance of this agreement, a switch and siding from some point on their own line within the Waterworks property to the coal sheds of the Commissioners, each of said switches and sidings combined not to exceed three hundred feet in length; and that they will also permit steam railroad locomotives, weighing sixty tons or less, together with steam railroad cars loaded with coal, or empty, to pass over their tracks, switches and sidings between the Grand Trunk Railway Company's said switch and siding and the Company's switch and siding at the Commissioners' coal sheds, and also over the Company's switch and siding at the Commissioners' coal sheds. Said Steam Railroad Company's engines and cars, when passing over the Company's tracks as aforesaid, to run at a rate of speed not exceeding ten miles an hour; Provided always that the Steam Railroad Company, running engines or cars over the Company's line, or any portion thereof, as hereinbefore provided, assume for themselves all loss to their own employees or property, arising from damage or injury from any cause other than neglect or failure of the Company to keep its covenant contained in Section 29 hereof, and all liability to third persons arising from their acts or the acts of their employees. And provided also that the Commissioners or the Corporation or the Steam Railroad Company desiring to run engines and coal cars as aforesaid, shall give to the Company at least twenty-four hours' notice in writing of their desire to pass over the Company's line with the engines and coal cars as aforesaid between the said points; And provided also that the right to run engines and cars as aforesaid shall only be exercised between the first day of May and the thirty-first day of October in each year during the continuance of this agreement, and that, in the exercise of the right of running steam railroad engines and cars as aforesaid, the Company's passenger cars and trains shall have precedence over all other trains, and the said steam railroad engines and cars shall be run so as to interfere as little as possible with the regular schedule traffic of the Company; And

provided also that no steam railroad engine and cars shall pass over any portion of the Company's road hereinbefore described except for the purpose of hauling coal for the use of the Commissioners or the Corporation or for bringing back the empty cars.

24.—The Company further agree with the Commissioners and the Corporation that they will haul for the Commissioners and the Corporation, or either of them, coal, paving stone, broken stone, gravel, garbage, street sweepings or any other material from any point on their City or Springbank line to any other point on their City or Springbank line, for the price or sum of one dollar per full carload of ten tons capacity (and for larger or heavier loads in the same proportion), the cars for the purposes mentioned in this section to be provided by the Commissioners or the Corporation, and such cars shall be loaded and unloaded by the Commissioners or the Corporation; or, at the option of the Commissioners and the Corporation, or either of them, the Company will, on request, load and unload the same at the actual cost price, and will deliver to the Commissioners and the Corporation, or either of them, whenever requested in writing so to do, a detailed statement in writing, duly verified, of the actual cost, and will also haul, free of charge, between the said points the empty cars.

HAULING
STONE
COAL
GRAVEL
GARBAGE
ST. SWEEPINGS
JC

25.—The Company further agree with the Commissioners and the Corporation that, for the purposes mentioned in the next preceding section hereof, the Company will, from time to time without unnecessary delay, on being requested so to do by the Commissioners or the Corporation, make, at the expense of the Commissioners or the Corporation, such extensions of their tracks and such connections by switches and sidings with the Company's track or tracks at any point or points on the Company's City or Springbank line as they may be so requested from time to time to make.

SWITCHES
&
SIDINGS

26.—The Company, in so far as they have the power so to do, but to no other or greater extent, agree with the Corporation that the Corporation and their successors may, at their own risk as to any damages, if any, which may thereby be done to third parties, and at their own expense, from time to time, during the continuance of this agreement, make use of the Company's embankment on the low lying lands near the coves for the

USE OF
COVE BANKS

USE OF
COVE BANKS

purpose of preventing the flooding of the said lands, and, for the purposes aforesaid, the Corporation shall have the right from time to time to strengthen and face the said embankment with timber or any other material, and to place and maintain, during the continuance of this agreement, stop logs or gates where the Company's line crosses the coves, but the Corporation shall be liable to the Company for all damages which may be caused to the embankment by reason of any of the acts of the Corporation done under the authority of this section.

BAND CONCERTS
FIREWORKS
ATTRACTIONS

27.—That the Company shall be at liberty to give band concerts, fireworks displays, and other attractions, which shall receive the sanction in writing of the Commissioners, upon the said Waterworks property, provided no charge is made to the public therefor, and provided also that all such precautions as the Commissioners may see fit from time to time to make with respect to the fireworks or other attractions, shall be complied with by the Company, their contractors, servants, agents and workmen.

ELECTRIC LAUNCHES

28.—That the Company shall be permitted to land at the dock of the Commissioners, and at such other place or places on the said property as the Commissioners from time to time may by resolution in writing permit, during the continuance of this Agreement, such electric launches for the carriage of passengers as the Company may from time to time lease or own for the purpose of carrying passengers to and from the said Waterworks property, provided, however, that nothing herein contained shall require or compel the Commissioners to keep up the said dock, or any other dock or landing, nor shall the Commissioners or the Corporation or their successors or any of them be responsible or liable to any action for damages or otherwise for or by reason of any injury which any person or persons may sustain, suffer, or be put to for or by reason or on account of any use of the said dock or property, or by reason of the same not being kept up and maintained, or otherwise howsoever.

CULVERTS
+
BRIDGES
+
TRACK

29.—The Company further agree to and with the Commissioners and the Corporation that the Company will, during the continuance of this agreement, keep all the culverts and bridges and their right of way tracks and switches between the Grand Trunk Railway Company's line at the point mentioned in section 23 hereof, and the said coal sheds in the said section

mentioned, in such a state of repair and condition as to permit from time to time the steam railroad locomotives and cars referred to in section 23 hereof, going to and returning from the said Waterworks property, as provided in the said section, for any of the purposes in the said section mentioned, to pass over the said culverts, bridges and right of way in safety.

30.—The Company further agree with the Commissioners that the Company will from time to time, immediately upon being notified so to do by the Commissioners or their Engineer for the time being, or Superintendent or other person in charge of the said Waterworks property, remove all refuse, rubbish and other materials from the said property, brought or left there by any of the passengers of the Company, and dispose of the same to the satisfaction of the Commissioners (the decision of the said Engineer or Superintendent as to what refuse, rubbish or other materials were so brought to or left upon the said grounds shall be final and conclusive) and, in the event of the Company neglecting or refusing to remove the said refuse, rubbish and other materials, or any portion thereof, from the said property, and to dispose of the same as hereinbefore provided, the Commissioners shall be at liberty to cause the same to be removed and so disposed of, and the cost of such removal and disposal shall be paid by the Company to the Commissioners on demand, and, in the event of the Company neglecting or refusing to pay the said moneys so expended as aforesaid within one month after such demand, the Commissioners and the Corporation may, by a resolution passed by a two-thirds vote of the Commissioners, and by a resolution passed by a two-thirds vote of all the members of the Council of the Corporation, whilst the number of the members of the Council remains as it is at present, namely, nineteen, or more than that number, and, in the event of the number of the members of the Council being reduced below fifteen, then, by a resolution passed by a majority of all the members of the Council, determine this agreement, and thereupon all the rights and privileges hereby or by any subsequent agreement between the parties hereto granted to the Company shall cease, determine, and be at an end.

31.—The Company further agree with the Commissioners that the Company will haul for the Commissioners from time to time between the

REMOVING
REFUSE
RUBBISH
+C

HAULING COAL

first day of May and the thirty-first day of October in each year during the continuance of this agreement, from the places hereinafter mentioned, to the coal sheds of the Commissioners on the said Waterworks property, such coal as the said Commissioners shall require and request the Company to haul for them, at the price of a sum of twenty-five cents per ton, provided that, in the event of the Grand Trunk Railway Company's switch referred to in section 23 hereof, being put in, the coal so to be hauled as aforesaid shall thereafter be delivered to the Company upon the said switch or siding, provided also that until the said switch and siding are put in, as aforesaid, the coal so to be hauled as aforesaid shall be delivered to the Company, either upon the Company's switch at, or near their power house in the city of London, loaded in cars having automatic dump bottoms, or shall be delivered upon any other switch of the Grand Trunk Railway Company, or of any other company operating the lines of the Grand Trunk Railway Company in the said city, to be designated by the Company.

CITY MEN

31a.—The Company agree with the Commissioners and the Corporation, and each of them, that, in laying their tracks and in performing the other work provided by this agreement to be done by them and in maintaining and operating their railway, they will, so far as is practicable so to do, employ residents of the city of London.

FARES FOR
W. W. WORK MEN
6.30-8 A.M.
5.00-6.30 P.M.

31b.—The Company agree with the Commissioners and the Corporation that the Company will not, during the continuance of this agreement, charge or collect from any workman presenting to the conductor or other person in charge of a car a certificate in writing signed by the said Engineer, or by the City Engineer for the time being, stating that such person is in the employment of the Corporation or the Commissioners, for a journey from the Westerly limit of the city of London to the Westerly terminus of the Company's said railway on the said Waterworks property or any other stopping place on the said Waterworks property, a greater sum than is provided by Sub-section "d" of Section 25 of the said Bylaw, No. 916, for fares between the hours of 6.30 a. m. and 8 a.m. and between the hours of 5 and 6.30 p.m., and that the Company will not charge any such workman, for a journey from the said Westerly terminus of their said railway on the said Waterworks property or any

other stopping place on the said Waterworks property to the said Westerly limit of the said city, a greater sum than is provided by Sub section "d" of Section 25 of the said By-law, No. 916, for fares between the said hours of 6.30 a.m. and 8 a.m. and between the said hours of 5 and 6.30 p.m., and that the Company will issue and sell, from time to time during the continuance of this agreement, to such of the said workmen as may desire to purchase the same and to the Commissioners and the Corporation, tickets to entitle such workmen as aforesaid to journeys on the cars as aforesaid, and the said workmen shall be entitled to travel on the said trains and cars as aforesaid between the hours of 6.30 a.m. and 8 a.m. and between the hours of 5 and 6.30 p.m. on delivery of one of such tickets as aforesaid or on payment of a cash fare of five cents, as such workmen may elect.

TICKETS
4
TIME

32.—It is further agreed by and between the parties hereto, that, in the event of the powers, rights, duties and privileges of the Commissioners, under "The London Waterworks Act, 1873," and amending Acts, being determined under the provisions of section 5 of "The London Waterworks Amendment Act, 1878," or any other Act or law, it shall not be necessary that there shall be any resolution by the Commissioners, or majority of them as required by the 22nd and 30th sections of this agreement, or either of them; but the Council of the Corporation shall be at liberty to exercise any of the rights by the said sections conferred by resolution of the Council of the Corporation passed in the manner provided by the said sections, and, in such an event, the Council of the Corporation shall also be invested with all the powers, rights and privileges which are by this agreement conferred upon, or vested in the Commissioners, and shall be entitled to enforce all the agreements and covenants herein made by the Company with the Commissioners in the same manner as if the same had been made by the Company with the Corporation.

33.—In the event of the Company failing or neglecting to faithfully fulfil and keep on their part, in any respect, at any time, the terms and conditions of this agreement, the Company shall pay to the Commissioners for every day after the fifth day in which any default or breach shall happen, as liquidated and ascertained damages, the sum of ten dollars, and, in case

such breach of any of the said terms or conditions shall continue for the space of thirty days, whether consecutive or not, in any year (in reckoning the said thirty days parts of days shall be counted, and seventeen working hours, whether consecutive or not, and whether in the same twenty-four hours or not shall be counted as one day) the Corporation, by resolution of the Council thereof, or the Commissioners by a resolution may declare that all of the privileges and rights which the Company may have acquired by this or any other agreement hereafter made, are at an end, and the said rights and privileges shall thereupon cease, and be at an end accordingly, and the said agreements rescinded, and, in such case, the Corporation or the Commissioners shall have the right to require all materials and obstructions placed upon or in the said property of the Corporation under any such agreement to be removed therefrom, and the said property to be put in as good condition and repair as it was before the said materials and obstructions were placed therein or thereon, and the expense thereof shall be paid to the Corporation or the Commissioners, which ever shall require or cause said materials or obstructions to be removed and the said property to be put in good condition and repair as aforesaid by the Company on demand, and the payment may be enforced in any Court of competent jurisdiction by the Commissioners or the Corporation against the Company.

34.—It is further agreed by and between the parties hereto that, in the event of this agreement not being determined or cancelled before the eighth day of March A. D., 1925, the Company shall, within three months after the said eighth day of March, A. D. 1925, at their own expense, remove from the said Waterworks property all materials and obstructions at any time placed by the Company therein or thereon and shall, within the said three months, put the said property in as good condition and repair as it was before the said materials and obstructions were placed therein or thereon and to the satisfaction of the Commissioners; and, in the event of the Company neglecting or failing to remove the said materials and obstructions within the time aforesaid, or to put the said property in the condition or repair aforesaid, the Commissioners or the Corporation shall have the right to require or cause all materials and obstructions at any time placed upon the said property by the Company

under any such agreement to be removed therefrom, and the said property to be put in as good condition and repair as it was before the said materials and obstructions were placed therein or thereon, and the expense thereof shall be paid to the Commissioners or the Corporation, whichever shall require or cause the said materials and obstructions to be removed and the said property to be put in good condition and repair as aforesaid, by the Company on demand, and the payment may be enforced in any Court of competent jurisdiction by the Commissioners or the Corporation against the Company.

35.—In case the Company shall fail to do, to the satisfaction of the said Engineer, any work or thing which, by the terms of this agreement, they are to do, or, in case the Company shall fail to maintain or keep in a proper and sufficient state of repair, during the continuance of this agreement, the tracks of the said railway upon the said Waterworks property, or the fences, switches, sidings, crossings, gates, cattle guards and other works, or any of them, upon the said Waterworks property, then, in addition to all other remedies by this agreement provided or by law enforceable against the Company, the said Engineer may give written notice to the Company (which may be served by leaving the same at the office of the Company in the said City of London, or by mailing the same by registered letter addressed to the Company at the said city of London) specifying in general terms the nature of the work or thing which the Company has failed to do, or the approximate locality of any such want of maintenance or repair, and, if the Company shall not, within seven days thereafter, have done such work or thing, or put in proper condition and repair such tracks, fences, switches, sidings, crossings, gates, cattle guards or other works upon the said Waterworks property, to the satisfaction of the said Engineer, then such work or thing may be done, and such repairs may be made by the Commissioners, or the Corporation, or the Council thereof, at the expense of the Company, and the amount so expended may be recovered from the Company in any Court of competent jurisdiction, and in case of the failure of the Company to pay the same for the period of one month after the recovery of a judgment for any amount, all rights and privileges hereby, or by any subsequent agreement between the parties hereto granted to the Company shall cease, determine

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and be at an end : Provided that such delay shall not relieve the Company in any case from their liability, under the provisions of this agreement, to indemnify the Corporation and the Commissioners against loss or damage arising from the default or neglect of the Company, to do the work or thing, or make the repair, or maintain the work, in respect of which such notice shall be given.

35a.—Wherever the words "Engineer" or "said Engineer" are used in this agreement, they shall mean the Engineer for the time being of the Commissioners, and, wherever the words "the Superintendent" are used in this agreement, they shall mean the Superintendent for the time being of the Commissioners, and, in the event of the powers, rights, duties and privileges of the Commissioners under "The London Waterworks Act, 1873," and amending Acts, being determined under the provisions of Section 5 of "The London Waterworks Amendment Act, 1878," or any other Act or law, the said words "Engineer" and "said Engineer" shall, after such determination, mean the Engineer of the Corporation for the time being, and the said words "the Superintendent" shall mean the Street Commissioner of the Corporation for the time being, or other officer performing the duties now performed by the Street Commissioner.

36.—If the Company shall fail or neglect to keep, observe, perform, or comply with any of the provisions of this agreement on their part, in which the residents of the city of London or the Commissioners or the Corporation are interested ; then, in addition to all other remedies hereby provided or by law enforceable against the Company, the Corporation, or the Commissioners may bring an action in the High Court of Justice or other Court of competent jurisdiction against the Company, and all other necessary parties (if any) to compel the keeping, observing, performing of and complying with such provisions by the Company, and the Court shall have full power and jurisdiction in the premises and to enforce, by injunction or otherwise, the due observance, performance and fulfilment by the Company and its officers of all the provisions of this agreement in which the residents of the city of London or the Commissioners or the Corporation are interested.

37.—It is further agreed by and between the parties hereto that, in the event of the rights and privileges granted to the Company by the Corporation, by By-law No. 916 of the Corporation, passed on the twenty-first day of May, A. D., 1895, or the agreement relating thereto, or by any other By-Law of the Corporation or agreement between the Corporation and the Company, being determined before the eighth day of March, A. D. 1925, this agreement shall immediately, upon the determination of the said rights and privileges of the Company, cease, determine and be at an end.

38.—There may be an appeal to the Commissioners, and in the event of the office of the Commissioners being abolished, as mentioned in Section 32 hereof, there may, after such office is abolished, be an appeal to the Council of the Corporation with regard to the said Engineer's decision as to the best modern practice mentioned in Section 4 hereof, as to the best modern means mentioned in Section 9 hereof, and as to the most improved safeguards and means to prevent accidents and injury mentioned in Section 11 hereof. Notice of such appeal must be given within five days from the decision appealed from, and such notice shall be served on the opposite party at least two weeks before the meeting of the Commissioners or Council, as the case may be, at which the appeal is to be heard, and the decision of the Commissioners or Council, as the case may be, shall be final and conclusive.

39.—The Corporation and the Commissioners will join with the Company in applying to the Legislature of the Province of Ontario at its next session for legislation confirming and ratifying this agreement and declaring the same to be valid and binding upon the parties hereto, all expenses in connection with the procuring of such legislation to be borne and paid by the Company, provided that the Act of the Legislature so confirming and ratifying the said agreement shall contain, as a section thereof, the words following or to the like effect: "If the Company shall fail or neglect to keep, observe, perform or comply with any of the provisions of this Agreement on their part, in which the residents of the city of London, or the Commissioners or the Corporation are interested then, in addition to all other remedies hereby provided, or by law enforceable against the Company, the Corporation or the Commissioners may bring an action in the High Court of

Justice or other Court of competent jurisdiction, against the Company and all other necessary parties (if any) to compel the keeping, observing, performing of and complying with such provisions by the Company, and the Court shall have full power and jurisdiction in the premises, and to enforce, by injunction or otherwise, the due observance, performance and fulfilment by the Company and its officers of all the provisions of this agreement in which the residents of the city of London, or the Commissioners or the Corporation are interested."

40.—Nothing in this agreement contained shall in any way impair, prejudice or affect the rights and privileges of the Commissioners conferred by or contained in "The London Waterworks Act, 1873," "The London Waterworks Amendment Act, 1878," or any Act, now or hereafter, amending the same.

41.—And it is hereby declared and agreed that the expressions "the Company," "the Commissioners" and "the Corporation," wherever used in this Indenture, shall, where the context allows, include and be binding not only upon the said, The London Street Railway Company, The Water Commissioners for the city of London, and the Corporation of the city of London, the parties hereto, but also on their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their Corporate Seals and the Chairman of the Commissioners, the President of the Company, and the Mayor of the Corporation have set their hands the day and year first above written.

*Signed, Sealed and Delivered }
in the presence of }*

(Signed) CHARLES CURRIE.

(Signed) JOSEPH C. JUDD, { Corporate Seal of }
Chairman. { Commissioners. }

(Signed) J. W. LITTLE, { Corporate Seal }
Mayor. { of City. }

(Signed) H. A. EVERETT, { Corporate Seal of }
Pres. London Street Railway Co. { Street Ry. Co. }

